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May 16, 2025

VIA ECF

Hon. Jesse M. Furman
United States District Judge
Thurgood Marshall
United States Courthouse
40 Foley Square
New York, New York 10007

Re: Status Update Regarding Global Settlement in *Kelly Toys Holdings, LLC v. 19885566 Store, et al.*, No. 22-cv-9384 (JMF) (*Kelly Toys I*); *Kelly Toys Holdings, LLC v. Alialialill Store, et al.*, No. 21-cv-8434 (JMF) (*Kelly Toys II*); *King Spider LLC v. 884886 CH Store, et al.*, No. 23-cv-3472 (JMF) (*King Spider*); *The Pinkfong Company, Inc. v. Alibaba.com Singapore E-Commerce Pte. Ltd., et al.*, No. 23-cv-10967 (DEH) (*Pinkfong*)

Dear Judge Furman,

We represent Plaintiff Kelly Toys Holdings, LLC (“Plaintiff”) in the above-referenced action (the “Action”).¹ Plaintiff, together with counsel for Defendants Alibaba.com Singapore E-Commerce Pte. Ltd. and AliExpress E-Commerce One Pte. Ltd. (the “Alibaba Defendants”) (collectively, the “Parties”), are pleased to advise the Court that the Parties have agreed on the material terms of a global settlement that will resolve all of the claims against the Alibaba Defendants in this matter as well as in the above referenced *Kelly Toys I*, *King Spider* and *Pinkfong* cases. The Parties respectfully request a thirty (30) day stay of this Action, including all deadlines, so that the Parties can focus on finalizing some remaining terms and preparing the global settlement agreement. Upon execution, the Parties intend to promptly enter a stipulation of dismissal dismissing the Alibaba Defendants from the Action with prejudice.

The Parties are available to address any questions or concerns that the Court may have. We thank the Court for its time and consideration.

Respectfully submitted,

¹ Where a defined term is referenced herein but not defined, it should be understood as it is defined in the Glossary in Plaintiff’s Amended Complaint.

Hon. Jesse M. Furman
May 16, 2025
Page 2

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The Court having been advised that all claims asserted against Defendants Alibaba.com Singapore E-Commerce Pte. Ltd. and AliExpress E-Commerce One Pte. Ltd. (the "Alibaba Defendants") have been settled in principle, it is ORDERED that the above-entitled actions be and are hereby DISMISSED as to the Alibaba Defendants and discontinued without costs, and without prejudice to the right to reopen the actions within sixty days of the date of this Order if the settlement is not consummated.

To be clear, any application to reopen the cases as to the Alibaba Defendants must be filed by the aforementioned deadline; any application to reopen filed thereafter may be denied solely on that basis. Further, requests to extend the deadline to reopen are unlikely to be granted.

If the parties wish for the Court to retain jurisdiction for the purposes of enforcing any settlement agreement, they must submit the settlement agreement to the Court by the deadline to reopen to be "so ordered" by the Court. Per Paragraph 5.B of the Court's Individual Rules and Practices for Civil Cases, unless the Court orders otherwise, the Court will not retain jurisdiction to enforce a settlement agreement unless it is made part of the public record.

Any pending motions concerning the Alibaba Defendants are moot, and all conferences are canceled as to the Alibaba Defendants. The Clerk of Court is directed to terminate Alibaba.com Singapore E-Commerce Pte. Ltd. and AliExpress E-Commerce One Pte. Ltd. as Defendants in 21-CV-8434, 22-CV-9384, and 23-CV-3472.

SO ORDERED.



May 20, 2025